326; *Quick* v. *Corlies,* 39 N. J. L. 11; *State Trust Co.* v. *Sheldon,* 68 Vt. 259. In those jurisdictions in which it is held that such an agreement does not contravene public policy the question has arisen as to the length of time for which a waiver, indefinite in terms, is operative. In *Mann* v. *Cooper,* 2 App. Cas. (D. C.) 226, and *State Trust Co.* v. *Sheldon, supra,* it is held that a waiver for an indefinite time operates to remove the bar of the statute permanently. Other cases hold that such a waiver is effective only for a reasonable time after the statute has run,—to at least for a period equal to that provided by the statute relating to the cause of action in question. *Parschen* v. *Chessman, supra.* The more common rule is to treat such an agreement as operative for the same term as it would be if it were a new promise to pay the debt. See 1 WILLISTON ON CONTRACTS, 376. Such a rule would not, however, extend the time at all if the waiver were a part of the original transaction.

CONTRACTS—SILENCE AS ACCEPTANCE OF AN OFFER.—Defendant company issued a life insurance policy to one B, naming the plaintiff as beneficiary. B allowed the policy to lapse by failing to pay the second premium. Agents of the defendant company solicited reinstatement and obtained the signature of B to an application and a note for the premium, giving him assurance at the time that upon receipt of his note and application the company would reinstate the policy. The note and application were then sent in to the actuary of the company, who later returned the note to the agent, stating that it could not be received in payment. B was not notified and the note was not returned to him. He died six weeks later and plaintiff brought action on the policy. *Held,* that the agent's failure to return the note and communicate the rejection amounted to an assent to the reinstatement application. *Lechler* v. *Montana Life Ins. Co.* (N. D., 1921), 186 N. W. 271.

It is generally held that an offeree has a right to make no reply to offers, and that his silence and inaction cannot be construed as an assent to the offer. This is true even though the offer states that silence will be taken as consent, for the offeror cannot prescribe conditions of rejections so as to turn silence on the part of the offeree into acceptance. *Beach* v. *U. S.,* 226 U. S. 243; *Royal Ins. Co.* v. *Beatty,* 119 Pa. 6; *Prescott* v. *Jones,* 69 N. H. 305; *Grice* v. *Noble,* 59 Mich. 515. Silence or inaction, however, may amount to assent to an offer for a unilateral contract, where the offer calls for inaction on the part of the offeree. See WILLISTON ON CONTRACTS, § 135. Where the offer contemplates a bilateral contract the courts look upon the situation somewhat differently. But even in this class of cases there may be situations in which the relations between the parties have been such as to justify the offeror in expecting a reply, so that the offeree's silence will be considered to be an acceptance. *Hobbs* v. *Massasoit Whip Co.,* 158 Mass. 194; *House* v. *Beak,* 141 Ill. 290; *Emery* v. *Cobbey,* 27 Neb. 621; *Orme* v. *Cooper,* 1 Ind. App. 449; *Cole-McIntyre-Norfleet Co.* v. *Holloway,* 214 S. W. 817. So, also, where the offeree has come under a duty to return money or property in his possession belonging to the offeror, or to accept

an offer for its purchase, silence and failure to return the property will amount to an assent to buy it. *Wheeler* v. *Klaholt,* 178 Mass. 141; *Turner* v. *Machine & F. Co.,* 97 Mich. 166; *Butler* v. *School Dist.,* 149 Pa. St. 351. Acceptance may also be inferred from silence where goods are sent to another without request and are used and dealt with as his own. A common illustration of this is where newspapers and periodicals are sent to one who has not subscribed to them or whose subscription has ceased. *Austin* v. *Burge,* 156 Mo. App. 286; *Fogg* v. *Portsmouth Atheneum,* 44 N. H. 115; *Goodland* v. *Leclair,* 78 Wis. 176. Under the circumstances of the principal case the court was justified in holding that there was a duty to notify the policyholder of the rejection and that a failure to do so amounted to an acceptance of the application.

CRIMES—EXTRADITION—EFFECT OF ILLEGAL DEPORTATION.—The petitioner was convicted of manslaughter in Oklahoma and fled to Mexico. He was illegally ejected by Mexican officials and was immediately arrested and placed in confinement in California. *Habeas corpus* proceedings being begun, the petitioner contended that he was not subject to arrest and extradition because United States and Mexican officials had conspired to bring him into California, and had done so without complying with the deportation laws of Mexico. *Held:* Had the United States officials conspired to bring the prisoner within the limits of the United States, he would not be subject to arrest, but as the evidence did not show this the petitioner was properly held, regardless of any irregularities committed by Mexican officials. *In re Jones* (Cal., 1921), 201 Pac. 944.

The rule as laid down in the principal case that irregularities of a surrendering state alone are immaterial seems to be without conflict in the cases. *Ex parte Wilson,* 63 Tex. Crim. 281. But the *dictum* to the effect that if the state in which the crime was committed participated in those irregularities, and jurisdiction was obtained by force or fraud, the offender would not be deemed within the state, is not in accord with the majority of cases. The general rule is that a court trying a person for a crime committed within its jurisdiction will not investigate the manner of his capture in case he has fled to a foreign country and has been returned to the jurisdiction. *Ex parte Barker,* 87 Ala. 4; *Ker* v. *Illinois,* 119 U. S. 436; *Klingen* v. *Kelly,* 3 Wyo. 566. These cases proceed upon the theory that the only question before the court is that of the defendant's guilt. That if any wrong has been committed it is a wrong against the state from which he was illegally taken, and those guilty must answer to the party aggrieved, which is not the defendant. A few courts have held, however, that where the officers of a state in which a crime has been committed have invaded the sovereignty of another state, and have wrongfully brought the offender back, the state acquires no jurisdiction. *State* v. *Simmons,* 39 Kans. 262; *In re Robinson,* 29 Neb. 135. These courts justify their conclusion upon the grounds of public policy. The court in *State* v. *Simmons, supra,* said: "Not only would the special wrong be committed against the individual, but it would be a